



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 3, 2004

NORTH RIDGE LLC
ATTN: DAVE YOUNG
PO BOX 707
RUPERT ID 83350

RE: Change of Ownership for Decreed Water Rights 36-2268A & 36-2268B

Dear Mr. Young:

After numerous telephone conversations with you and your office (the latest with you on November 19, 2003 at which time we elected to set the file up for 1 year call-up) we still have not received the necessary BLM data to allow us to complete your request for change of ownership on the above referenced water rights. Therefore, I am returning the ownership change request. A copy of your ownership change information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-287-4952.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

Enclosure

DEC 30 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
36-2268A					
36-2268B					
36-10090					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

Name and Address of Former Owner/Claimant(s)	<u>Samuel C. Large & Margaret Large</u> <u>1005 West Hwy. 24</u> <u>Paul, ID 83347</u>
New Owner/Claimant(s)	<u>North Ridge LLC</u> Name Connector (Check one): [] and, [] or, [] and/or
New Mailing Address	<u>P.O. Box 707</u>
City, State and ZIP Code	<u>Rupert, ID 83350</u>
New Telephone Number	<u>(208) 436-7550 / 436-7550*</u>
Date you acquired the property	<u>November 20, 2002</u>

COPY
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CONTRACT OF SALE OF REAL ESTATE

COPY

THIS AGREEMENT, made and entered into this 5th day of December

2002, between North Ridge LLC, of P.O. Box 707, Rupert, Idaho 83350 herein called the "Buyer," and Samuel Large aka Sam C. Large and Margaret N. Large, husband and wife of 1000 West 1700 North, Paul, Idaho 83347 herein called the "Seller."

WITNESSETH

In consideration of the mutual covenants, conditions, and agreements herein contained, the parties mutually agree as follows:

1. SALE: The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to buy, the following described real estate in the County of Lincoln, State of Idaho to-wit:

See Exhibit A.

and the following described personal property: See Exhibit B.
together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging and all water rights appurtenant.

2. PURCHASE PRICE: The Buyer agrees to pay to the Seller for the real estate the sum of \$366,238.17 in lawful money of the United States of America, in the manner following:

A. \$10,000.00 cash upon closing by transfer of the earnest money.

B. The sum of \$136,100.00 to bear interest at the rate of 2.0% per annum from the 18th day of November, 2002 and to be paid in installments on April 1, 2003 in the sum of \$40,000.00; April 1, 2004 in the sum of \$50,000.00; and April 1, 2005 in the sum of \$50,000.00.

COPY

1 All interest and principal is to be paid on or before the 1st day of April 2005.

2 C. The sum of \$220,138.17, to bear interest at the initial rate of 6.5% from
3 December 1, 2002 and subject to adjustment as hereafter provided, by payment into escrow the
4 sum of \$20,429.56 on or before the 22nd day of November 2003, and on or before the 22nd day
5 of each November thereafter until such time as the obligation hereafter described owing to
6 Northwest Farm Credit Services is paid in full.
7

8 3. POSSESSION: The Buyer shall be let into and have possession of the
9 real estate and personal property on November 18, 2002. From and after entry into possession
10 the buyer shall be entitled to hold possession so long as all of the terms and conditions of this
11 contract are met.
12

13 4. REAL ESTATE TAXES: All real estate taxes accruing, or other charges
14 incident to ownership of the property, taxed, levied and assessed prior to November 18, 2002
15 shall be paid by the Seller. All such taxes, levies and assessments taxed, levied, and assessed
16 from and after November 18, 2002 shall be paid by the Buyer. In the event the buyer fails to
17 make such payments, the Seller may pay the same and such sums so paid shall be immediately
18 due and owing from the Buyer to the Seller together with interest at the rate of ten percent
19 (10%) per annum until repaid. Nothing herein contained shall be construed as requiring the
20 Seller to make the payments but such payments shall be optional with the Seller.
21

22 5. ESCROW: The parties agree that upon the execution of this contract
23 there shall be opened with Land Title and Escrow, Inc. & Escrow, Inc., of Burley, Idaho, an
24 escrow. The escrow shall receive from the parties the following documents:
25

26 a. An executed and acknowledged copy of this

COPY

1 Contract.

2 b. Warranty Deed.

3 c. Bill of Sale

4 d. Escrow Agreement

5 e. Quitclaim Deed

6 f. Notice of Contract

7
8 All escrow charges shall be paid one-half by each of the parties. Notwithstanding the fact that
9 the escrow agreement was executed simultaneously with this contract, this contract shall
10 govern between the Seller and the Buyer in the event of any inconsistent construction between
11 the two documents.
12

13 All payments required by this agreement shall be paid into the escrow.

14 6. CONVEYANCE: The Seller shall forthwith, upon the execution of this
15 Contract, execute, and acknowledge and deliver to the escrow holder a Warranty Deed
16 conveying the real estate, above described, and a Bill of Sale conveying the personal property
17 above-described, to the Buyer. The deed shall be free and clear of all liens and encumbrances
18 excepting only the items set forth in paragraph 7. Any other exceptions shall be cured by the
19 Seller following the execution and delivery of this Contract. The bill of sale shall warrant title.
20 The deed and bill of sale will be held by the escrow holder pending full performance of the
21 contract, at which time it will be delivered to Buyer.
22

23
24 7. TITLE INSURANCE: Forthwith following the execution of this
25 Contract the Seller shall purchase a policy of title insurance from Land Title and Escrow, Inc.
26 & Escrow, Inc., pursuant to commitment number L-31455. The policy shall be subject to the

usual printed exceptions and:

Restrictions contained in Quitclaim Deed given by Betty Jean Jones and Ernest S. Jones, her husband, parties of the first part, and The State of Idaho, the party of the second part, dated September 23, 1959, recorded October 19, 1959 in Book 47 Page 153 as Instrument Number 109301, Lincoln County records, affecting a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 6 South, Range 22, East Boise Meridian.

Reservations contained in Patent from the United States of America to Betty Jean Jones dated May 9, 1962, recorded June 13, 1962 as Instrument Number 112900, Lincoln County records, affecting the S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, and the N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 6 South, Range 22, East of Boise Meridian.

8. TIME IS OF THE ESSENCE: Time is of the essence of this agreement in all particulars.

9. ASSIGNMENT: The Buyer agrees not to assign, transfer, convey or in any other manner dispose of the interest in this contract and to the real estate without the prior written consent of the Seller, PROVIDED, HOWEVER, that the consent shall not be unreasonably withheld by the Seller.

10. NORTHWEST FARM CREDIT SERVICES OBLIGATION: The property is subject to a mortgage in favor of Northwest Farm Credit Services securing a Promissory Note in the original principal amount of \$226,000.00. A payment is due upon that note in the sum of \$20,429.56 on the 1st day of December 2002. The Seller will pay the installment due on December 1, 2002. At that time the principal balance will be \$220,138.17. The escrow holder will be instructed to pay this obligation from the installments payable on the 22nd of November in each year, commencing in November 2003. Northwest Farm Credit Services has consented in writing to this "wrap around" transaction.

COPY

1 The Promissory Note payable to Northwest Farm Credit Services has
2 provisions for an adjustable interest rate. In the event operation of that adjustable rate under
3 the terms of the Promissory Note results in a change in the annual payment owing to
4 Northwest Farm Credit Services, the payment required of the Buyer under paragraph 2,
5 subsection C, will be adjusted to reflect that change.
6

7 The Buyer agrees to comply in every respect with the note and loan agreement,
8 mortgage and other contractual documents relating to the Northwest Farm Credit Services
9 obligation until it is paid in full.
10

11 11. BLM DISPUTE: The parties recognize that the possibility exists that certain
12 of the irrigation improvements located upon the property may encroach on BLM ground.
13 Negotiations are under way to resolve the potential encroachments.
14

15 The property is currently subject to a Cooperative Wildlife Habitat-Farming
16 Development Agreement between the Seller and Idaho Department of Fish & Game and
17 Bureau of Land Management. Seller hereby assigns any right assignable under that agreement
18 to the Buyer, and the Buyer assumes any duties of performance arising from that assignment
19 applying to the real property described on Exhibit A.
20

21 14. HOUSE AND SHOP: The Seller may retain possession of the house
22 located upon the real property, and share the shop located upon the property, until December
23 1, 2004. If Seller retains possession Seller shall have a duty to maintain the premises and the
24 shop in a condition equal to or better than on the date of closing. In addition, Seller shall
25 maintain casualty insurance to full replacement value during any period of retained possession
26 and identify Buyer as an additional insured. If Seller elects to no longer retain possession,

1 written notice shall be provided to Buyer. Sellers' use of the shop shall not interfere with the
2 Buyer's farming operations.

3 15. CLOSING: This contract shall be closed by Land Title and Escrow, Inc. &
4 Escrow, Inc., in Burley, Idaho. Closing costs shall be divided equally between the parties.
5

6 16. HIGHWAY DISTRICT RENTAL: The Lincoln County Highway District
7 currently occupies a small portion of the premises and pays a monthly rental as well as certain
8 utilities. Seller retains any and all rights it may have relative the above matter effective the date
9 of closing. Highway District use of the premises shall not interfere with Buyer's farming or
10 Buyer's use of the shop.
11

12 17. ITEMS TO BE REMOVED: There are four fuel tanks on the premises
13 belonging to the highway district which will be removed. There is also a 15,000 bushel grain
14 bin which will be removed by the Seller.
15

16 18. 2002 CROP RENT: All crop rent for the year 2002 will belong to the
17 Seller.
18

19 19. FORFEITURE: In the event of any default under the terms of this contract,
20 Seller shall give not less than forty-five (45) days written notice to the Buyer of its intent to
21 declare a forfeiture. The notice shall specifically set forth each claim of default. Buyer may
22 cure or dispute any claim of default within the forty-five (45) day period. If a claim of default
23 is disputed, Buyer may initiate an action in the Lincoln County District Court or Magistrate
24 Division thereof, seeking a determination as to whether or not there is an actual default. Such
25 an action shall stay the forty-five (45) day period until the ruling of the Court. Upon the
26 ruling of the Court, if the Court determines there is a default, the Buyer may cure the default

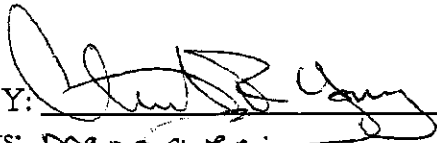
1 in the remaining portion of the forty-five (45) day period. Upon cure, the contract shall
2 continue in full force and effect. In the event a default is not cured within the forty-five (45)
3 day notice period, or within the extended period resulting from a disputed default, the Seller
4 may declare the contract forfeited and request from the escrow holder a return of the escrow
5 documents. Forfeiture shall end all rights and obligations of the parties under the contract.
6

7 In lieu of the foregoing, the Seller may record this contract and foreclose the
8 same as mortgage in accordance with Idaho Law.

9
10 20. NOTICE OF CONTRACT: The parties will execute and record a notice
11 establishing the existence of this contract and its parties. The Buyer shall execute a Quitclaim
12 Deed to be placed with the escrow holder to clear title in the event of forfeiture.

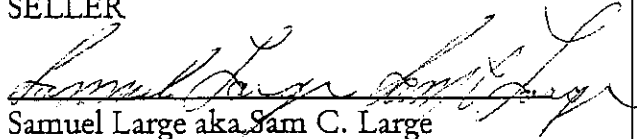
13 21. ATTORNEY'S FEES: In the event of default the non-defaulting party shall
14 be entitled to recover reasonable attorney's fees and costs incurred in enforcing this obligation.
15

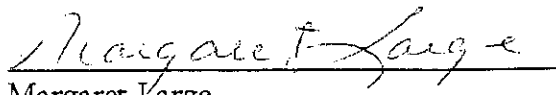
16 BUYER
17 NORTH RIDGE LLC

18 BY: 

19 Its: manager

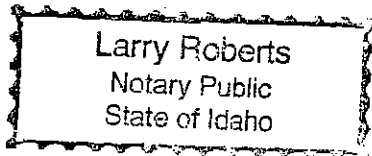
20 SELLER

21 
22 Samuel Large aka Sam C. Large

23 
24 Margaret Large
25
26

1 STATE OF IDAHO)
2 County of Cassia) ss

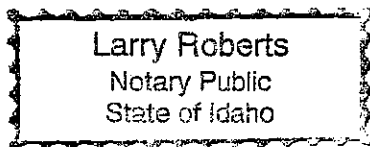
3 On this 5th day of December, in the year 2002, before me, the undersigned, a
4 Notary Public in and for said State, personally appeared CLINT R. Young
5 known or identified to me to be the manager of the Limited Liability Company
6 that executed the instrument or the person who executed the instrument on behalf of said
7 Limited Liability Company, and acknowledged to me that such Limited Liability Company
8 executed the same.



Larry Roberts
Notary Public for Idaho
Residing at Burley, ID
My commission expires on 6-30-03

11 STATE OF IDAHO)
12 County of Cassia) ss

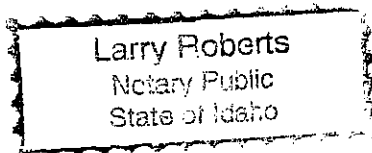
13 On this 13th day of December, in the year 2002, before me, the
14 undersigned, a Notary Public in and for said State, personally appeared Samuel Large aka Sam
15 C. Large, known or identified to me to be the person whose name is subscribed to the within
16 instrument and acknowledged to me that he executed the same.



Larry Roberts
Notary Public for Idaho
Residing at Burley, ID
My commission expires on 6-30-03

19 STATE OF IDAHO)
20 County of Cassia) ss

21 On this 13th day of December, in the year 2002, before me, the
22 undersigned, a Notary Public in and for said State, personally appeared Margaret Large, known
23 or identified to me to be the person whose name is subscribed to the within instrument and
24 acknowledged to me that she executed the same.



Larry Roberts
Notary Public for Idaho
Residing at Burley, ID
My commission expires on 6-30-03

TOWNSHIP 6 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

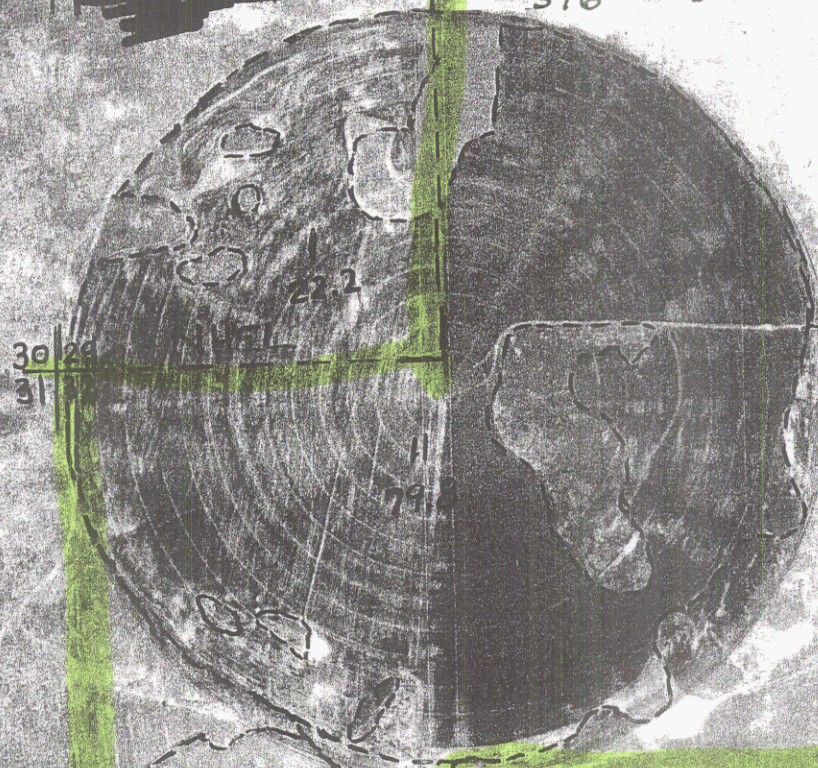
Section 29: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ deeded to the State of Idaho for highway purposes by Deed recorded October 19, 1959 in Book 47 Page 153 as Instrument Number 109301, Lincoln County records.

Section 32: N $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$.

EXHIBIT A

COPY

T 619 S. Large



T 6180 BLM
627 2.7

COPY